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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Podesta Group, Inc.	2. Registration No. 5926
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (specify): _____
- ☒ To give notice of change in an exhibit previously filed.

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4. If this amendment requires the filing of a document or documents, please list -
Formal written agreement between Registrant and the Embassy of the Republic of India.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)
Registrant filed an Exhibit B on November 5, 2010, regarding its representation of the Republic of India. In the Exhibit B, Registrant stated that a copy of the written contract with information on duration and fees and expenses would be submitted as soon as it became available. The contract is attached to this amendment.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

12-29-10

(Type or print name under each signature¹)

Kimberley Fritts

Kimberley Fritts

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¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



December 16, 2010

Her Excellency Ambassador Meera Shankar
Embassy of the Republic of India
2107 Massachusetts Avenue, NW
Washington, DC 20008

Dear Ambassador Shankar:

We are delighted that the Republic of India has agreed to begin its relationship with Podesta Group (PG). Please accept this letter of Agreement ("Agreement") to work on your behalf.

Scope of Work: PG's representation will encompass providing strategic counsel, tactical planning and public relations assistance on policy matters before the US Government, the US Congress, and select state governments, as well as academic institutions and think-tanks. PG will also provide strategic public relations counsel as needed and as directed by the Embassy.

Fees, Expenses & Term: In consideration for the Services provided by PG, the Republic of India agrees to pay PG a fee of \$350,000 for services between January 17, 2011 and July 16, 2011.

Invoicing: An invoice for services provided between January 17, 2011 and February 16, 2011 is attached. PG will subsequently invoice the Republic of India on February 28, 2011 for services provided between February 17, 2011 and March 16, 2011. Thereafter, PG will continue to invoice the Republic of India on the last day of each month during the validity of this contract.

Termination & Cancellation: Either PG or the Republic of India may terminate the Agreement for any reason upon ninety (90) days written notice, with no further obligation, other than to pay such fees that have accrued up to and through the 90-day notice period.

Confidentiality: PG recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. PG agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

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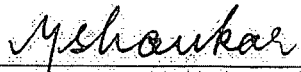
Please sign both copies of this Agreement and return one to us. We look forward to continuing our relationship with the Republic of India.

Podesta Group


Kimberley Fritts, CEO

Date: 12.16.10

The Republic of India


Ambassador of India to the United States

Date: 22nd December, 2010

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